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July 19, 1999

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FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

Ms. Magalie Roman Salas
Secretary
Federal Communications Commission
445 12th Street, S.W.
Washington, D.C. 20554

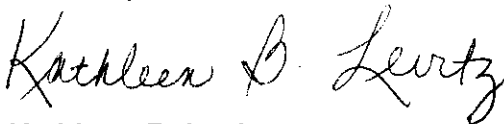
Re: Written Ex Parte in CC Docket No. 98-121
and CC Docket No. 98-147

Dear Ms. Salas:

This is to inform you that BellSouth Corporation has made a written ex parte to Ms. Carol Matthey, Chief of the Common Carrier Bureau's Policy and Program Planning Division. That ex parte consists of a copy of the BellSouth Collocation Handbook, Version 8, and the BellSouth Physical Collocation Draft [Agreement]—For Negotiations, as revised in June, 1999.

Pursuant to Section 1.1206(b)(1) of the Commission's rules, I am filing two copies of this notice and that written ex parte presentation in the dockets identified above. Please associate this notification with the record for each proceeding.

Sincerely,



Kathleen B. Levitz
Vice President – Federal Regulatory

Attachment

cc: Carol Matthey
Claudia Pabo
Michael Pryor
Jake Jennings

No. of Copies rec'd
List ABCDE

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Collocation Handbook

Version 8

June 17, 1999

Effective: July 17, 1999

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SECTION 1

Preface

This handbook describes BellSouth's Collocation offerings, providing general information regarding the terms and conditions, ordering process, provisioning and maintenance of BellSouth's Collocation Offerings. If a collocator orders collocation service pursuant to BellSouth's Statement of Generally Available Terms and Conditions (SGAT), the terms and conditions provided herein become a legally binding agreement. However, to the extent that the collocator enters into a separate agreement with BellSouth for physical collocation, the terms and conditions of that agreement will apply. The terms and conditions for BellSouth's Virtual Collocation offering are described in BellSouth's FCC #1 Tariff, section 20 or BellSouth's Florida Access Tariff (E20).

Introduction

BellSouth offers Virtual Expanded Interconnection Service, or Virtual Collocation, as a tariffed service offering and Physical Collocation (Caged, Shared-Caged, Cageless and Adjacent) as a contract service offering. BellSouth will negotiate Physical Collocation on an individual contract basis. Both Virtual and Physical collocation will be made available on a first come, first served basis, depending on space availability for interconnection to unbundled network elements and retail service offerings necessary for use by telecommunications service providers in providing telecommunications services. You will find a list of contacts included for your convenience to obtain more information on BellSouth's collocation offerings.

SECTION 2

Service Descriptions

2.1 Virtual Expanded Interconnection Service (VEIS)

VEIS, or Virtual Collocation, is a tariffed service offering which provides for the placement of collocator-owned equipment and facilities in BellSouth Central offices for interconnection to the BellSouth network. Such equipment must be used or useful for the provision of telecommunications services and may include, but not be limited to, optical terminating equipment and multiplexers, digital subscriber line access multiplexers (DSLAM), routers, asynchronous transfer mode (ATM) multiplexers, and remote switching modules. Collocation arrangements may interconnect to designated BellSouth tariffed services, local interconnection trunks and/or unbundled network elements.

With VEIS, the collocator may opt to place fiber optic entrance facilities from outside the central office to an interconnection point designated by BellSouth (e.g. a serving manhole). The entrance facility is pulled into the central office cable vault by BellSouth, spliced into pre-terminated, fire-retardant riser cable and connected to the collocated equipment. Multiple entrance facility points will be made available where such entrances exist and capacity is available. The collocator must contract directly with its selected BellSouth Certified vendor for engineering and installation of the collocation equipment arrangement.

To ensure the compatibility of the facilities and equipment used to provision Virtual Collocation, collocated equipment and cabling facilities will be provided by the collocator. This includes, but is not limited to, all equipment to be placed within the arrangement and associated plug-ins/line cards, software, test equipment, the pre-terminated, fire-retardant riser cable, cabling from the equipment arrangement to the BellSouth cross-connect demarcation point, cabling from the arrangement to the BellSouth-provided power source, and any unique tools required to provision, maintain or repair the arrangement.

BellSouth will lease the collocator's entrance fiber, cabling and equipment arrangement for the nominal fee of one dollar. BellSouth will perform all maintenance and repair on VEIS equipment once the collocator requests such work. For this reason, VEIS equipment arrangements are most commonly located in the BellSouth equipment line-up. Performance monitoring and alarming of the collocated equipment is the responsibility of the collocator and must be performed remotely. For additional information regarding BellSouth's Virtual Expanded Interconnection Service, please reference Section 20 of BellSouth's FCC #1 tariff or section 20 of BellSouth's Florida Dedicated Access Tariff.

Service Descriptions (cont.)

2.2 Physical Collocation

Physical Collocation is a negotiated contract arrangement for the placement of collocator-owned facilities and equipment in BellSouth Central offices. Such equipment must be used or useful in the provision of telecommunications services and may include, but is not limited to, optical terminating equipment and multiplexers, digital subscriber line access multiplexers (DSLAM), routers, asynchronous transfer mode (ATM) multiplexers, and remote switching modules. Physical Collocation is available as: Caged, Shared Caged, Cageless and Adjacent. Equipment ownership, maintenance and insurance are the responsibility of the collocator or their approved agent. The equipment complement may include any type of equipment used or useful for interconnection or access to unbundled network elements in the provision of telecommunications services.

For two-wire and four-wire connections to BellSouth's network, the demarcation point will be a common block on the BellSouth conventional distributing frame. The collocator is responsible for providing the common block and the necessary cabling. For all other terminations, BellSouth will designate a demarcation point on a per-arrangement basis which permits direct connection to BellSouth's network. The collocator may opt to place a point of termination bay (POT bay) within its collocation space; such POT bay will not serve as a demarcation point between the collocator's equipment and BellSouth's network.

In addition to and not in lieu of connection to BellSouth's network, BellSouth permits two or more carriers within the same BellSouth central office to directly connect their respective collocation arrangements through co-carrier cross-connects. A collocator may construct its own co-carrier cross-connection between its collocated equipment and that of one or more collocated carriers within the same central office premises using BellSouth certified vendors and BellSouth specifications for such connections, or may request that BellSouth provide such connection. In cases where the co-carrier cross-connect will be deployed between collocation equipment located within the same collocation space or within contiguous collocation spaces, then and only then will the collocator be permitted to perform the cross-connections themselves. All equipment placed as part of a collocation arrangement must be installed by a BellSouth Certified vendor and must meet Bellcore(Telcordia)/NEBS Level 1 standards. The collocator must contract directly with its selected certified vendor for the engineering and installation of the collocated equipment and facilities. Collocators interested in becoming a certified vendor may contact BellSouth to obtain vendor certification process information.

Caged Collocation: A collocator may enclose its collocated equipment and facilities within an arrangement enclosure (e.g., cage) at its option or if required by local building code. BellSouth will no longer construct arrangement enclosures. The collocator must arrange with a BellSouth certified contractor to construct the collocation arrangement enclosure in accordance with BellSouth's guidelines and specifications and at its sole expense. BellSouth will provide the construction guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard enclosure specification, the collocator and its BellSouth certified contractor must comply with building code requirements.

Service Descriptions (cont.)

Caged Collocation: (cont.)

Under certain conditions, the collocator may be permitted to construct power plant facilities. Power equipment installed by the collocator must be enclosed within fire rated walls, which must be constructed in accordance with BellSouth and local building code specifications utilizing a BellSouth certified contractor. The collocator's BellSouth certified contractor is responsible for filing and receiving any and all necessary permits and/or licenses for such construction performed within or upon the BellSouth central office. The certified vendor must bill the collocator directly for all work performed for the collocator and BellSouth will have no liability for nor responsibility to pay such charges imposed by the Certified vendor. The collocator must provide the local BellSouth building contact with two access keys used to enter the locked enclosure. BellSouth will not access the collocator's locked enclosure prior to notifying the collocator, except in case of emergency.

Shared (Subleased) Caged Collocation: A collocator may allow other telecommunications carriers to share the collocator's caged collocation arrangement pursuant to terms and conditions agreed to by the collocator ("Host") and other telecommunications carrier(s) ("Guests") and pursuant to this section with the following exceptions: (1) where local building code does not allow Shared (Subleased) Caged Collocation and (2) where the BellSouth central office is located within a leased space and BellSouth is prohibited by said lease from offering such an option. The terms and conditions of the agreement between the Host and its Guest(s) must be written and a copy provided to the Host's BellSouth contact within ten (10) business days of its execution and prior to submission of a firm order requesting shared space. Further, this agreement must incorporate by reference the rates, terms, and conditions of the Agreement between BellSouth and the Host.

The Host will be the sole interface and responsible party to BellSouth for the purpose of submitting applications for initial and additional equipment placements of Guest; for payment of rates and charges contained within its Agreement with BellSouth; and for purposes of ensuring that the safety and security requirements of its Agreement with BellSouth are fully complied with by the Guest, its employees and agents. The initial application for Guest(s) requires the assessment of an Application Fee. In addition, Guest(s) may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and the Guest and for the provisions of the services and access to unbundled network elements. The Host collocator must indemnify BellSouth and hold BellSouth harmless from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of the collocator's Guests in the Collocation Space.

Cageless: Except where the local building code does not allow cageless collocation, BellSouth allows the collocator to place its equipment and facilities within the BellSouth central office without requiring the construction of a cage or similar structure and without requiring the creation of a separate entrance to the Collocation Space. BellSouth will allow the collocator to have direct access to its equipment and facilities and may require the collocator to use a central entrance to the BellSouth Central office.

Service Descriptions (cont.)

Caged Collocation: (cont.)

Cageless collocation is available in single bay increments. Except where the collocator's equipment requires special technical considerations (e.g., special cable racking, isolated ground plane), BellSouth assigns cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, the collocator must

provide the equipment layout, including spatial dimensions for such equipment, pursuant to the generic requirements contained in BellCore (Telcordia) GR-63-Core. The collocator will be responsible for constructing all special technical requirements associated with such equipment. The collocator must select a vendor which has been approved as a BellSouth Certified vendor to perform all engineering and installation work required in the Collocation Space.

Adjacent Space: Where space is legitimately exhausted in a particular BellSouth central office, and to the extent that it is technically feasible, a collocator may locate its equipment in an adjacent controlled environmental vault or similar structure (Adjacent Arrangement). Adjacent Arrangements may be constructed or otherwise procured, subject to reasonable safety and maintenance requirements, where the adjacent structure does not interfere with access to existing or planned structures or facilities on the Central office property and where permitted by zoning and other applicable state and local regulations. Rates for Adjacent Arrangements will be negotiated at the time of the request for Adjacent Collocation.

The collocator must arrange with a BellSouth certified contractor to construct or procure an Adjacent Arrangement structure in accordance with BellSouth's guidelines and specifications. BellSouth will provide these guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, the collocator and its contractor must comply with local building code requirements. Further, the collocator must construct, procure, maintain and operate the Adjacent Arrangement(s) pursuant to the terms and conditions set forth in its Collocation Agreement with BellSouth.

The collocator's BellSouth certified contractor will be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for construction of the Adjacent Arrangement. The collocator must provide a concrete pad, the structure housing the arrangement, HVAC, lighting, and all facilities that connect the structure (e.g., racking, conduits) to the BellSouth point of interconnection. At the collocator's option, BellSouth will provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement.

The collocator's BellSouth Certified contractor must bill the collocator directly for all work performed for the collocator and BellSouth will have no liability for nor responsibility to pay such charges imposed by the Certified vendor. The collocator must provide the local BellSouth building contact with two cards, keys or other access device to enter the locked structure. Except in cases of emergency, BellSouth will not access the collocator's locked enclosure prior to notifying the collocator.

BellSouth maintains the right to review the collocator's plans and specifications prior to construction of an Adjacent Arrangement(s). BellSouth may inspect the Adjacent

Service Descriptions (cont.)

Adjacent Space: (cont.)

Arrangement(s) following construction and prior to commencement to ensure the design and construction comply with BellSouth's guidelines and specifications. BellSouth may require the collocator, at the collocator's sole cost, to correct any deviations from BellSouth's guidelines and specifications found during such inspection(s), up to and including removal of the Adjacent Arrangement, within five (5) business days of BellSouth's inspection, unless the parties mutually agree to an alternative time frame. A collocator may allow other telecommunications carriers to share the collocator's adjacent collocation arrangement pursuant to terms and conditions agreed to by the collocator ("Host") and the other telecommunications carriers ("Guests") and pursuant to this section with the following exceptions: (1) where local building code does not allow Shared (Subleased) Caged Collocation and (2) where the BellSouth central office is located within a leased space and BellSouth is prohibited by said lease from offering such an option. The terms and conditions of the agreement between the Host and its Guest(s) must be written and a copy provided to the collocator's BellSouth contact within ten (10) business days of its execution and prior to any firm order. This agreement must incorporate by reference the rates, terms, and conditions of the Agreement between BellSouth and the Host, whether such Agreement was achieved through separate negotiations or through the adoption of BellSouth's SGAT.

The Host will be the sole interface and responsible party to BellSouth for the purpose of submitting applications for initial and additional equipment placements of Guest(s); for payment of rates and charges contained within its Agreement with BellSouth; and for purposes of ensuring that the safety and security requirements of the its Agreement with BellSouth are fully complied with by the Guest(s), its employees and agents. The initial application for Guest(s) requires the assessment of an Application Fee. In addition, Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and the Guest and for the provisions of the services and access to unbundled network elements. The collocator (Host) will indemnify BellSouth and hold BellSouth harmless from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of the collocator's Guests in the Collocation Space.

SECTION 3

General Terms and Conditions

3.1 Contract Negotiations

For Physical Collocation, an agreement must be entered into between the collocator and BellSouth. This agreement may be a separately negotiated collocation agreement or the adoption of BellSouth's SGAT. To initiate the negotiation process, the collocator submits a Request for Negotiations letter to BellSouth. A sample request letter is included in this Handbook. Contract negotiations may take place concurrently with the Application Inquiry phase described below. **However, an agreement must be executed with BellSouth before the collocator may proceed with a Bona Fide Firm Order for Physical Collocation.**

3.2 Space Availability

BellSouth assigns space for collocation based on space availability on a first come, first served basis. For Virtual Collocation, space is assigned within the BellSouth equipment line-up based on the rack requirements for the equipment installation. Physical Collocation space is assigned based on the customer's request, where space permits. BellSouth will consider in its designation for cageless collocation any unused space within the BellSouth's central office,

3.2.1 Space Notification

BellSouth will respond within ten (10) business days of the receipt of an Application as to the availability or unavailability of space in a particular central office. Should BellSouth determine that there is no available space in the requested central office, BellSouth will provide a letter to the collocator denying the collocation request (Denial of Application). BellSouth will also notify the appropriate state commission of its intent to file a collocation waiver petition. Both the letter to the applicant and the notice to the Commissions will include the central office designation, the reason for the denial and any available information used by BellSouth to determine that there was no space available. (In Georgia, BellSouth will schedule a walkthrough pursuant to the consensus procedures reached in Docket # 10429-U. BellSouth will set forth the date and time of the walkthrough in the denial letter and the notice to the Commission. The walkthrough will be held during the period between the notice of denial and the filing of the waiver petition). If BellSouth determines there is no space within a BellSouth location to accommodate Physical Collocation, BellSouth will refund the Physical Collocation Application Fee. The collocator may request Virtual Collocation, in lieu of Physical Collocation, at the same premises by submitting a Virtual Collocation BSTEl form with the appropriate Application Fee.

3.2.2 Tour of Premises

In the event BellSouth denies a request due to space exhaust, BellSouth will, upon request, conduct a tour of the entire premises in question for the requesting carrier, without charge, within ten (10) days of the receipt of BellSouth's denial of space.

General Terms and Conditions (cont'd)

3.2.3 Petition for Waiver

BellSouth will submit to the state commission, subject to any protective order the state commission may deem necessary, detailed floor plan or diagrams of any premises where BellSouth claims that physical collocation is not practical because of space limitations. In the state of Georgia, the petition will be filed in accordance with the procedures set forth in the Workshop Consensus Document filed with the Georgia Public Service Commission in Docket No. 10429-U.

3.2.4 Public Notification

BellSouth will maintain on its Interconnection website a notification document indicating all central offices that are without space. BellSouth will update this document within ten (10) business days of the date of the first Denial of Application that causes space to become exhausted. At BellSouth's Interconnection website, CLECs may subscribe to an automatic email notification process, which will include, among other notices, a notice that the space exhaust list has been updated. BellSouth will also post a document in its Interconnection website that contains a general notice indicating where space has become available in a Central office previously on the space exhaust list. BellSouth will allocate said available space pursuant to the waiting list referenced in 3.2.5.

3.2.5 Waiting List

BellSouth will maintain a waiting list on a first come, first served basis of requesting carriers who have either received a Denial of Application, or, where it is publicly known that the central office is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list when space becomes available in a particular central office based upon the amount of space that becomes available and the position of telecommunications carriers on said waiting list. Upon request, BellSouth will notify a telecommunications carrier as to its position on the list.

3.2.6 Request for Report

Upon request from a telecommunications carrier, BellSouth will provide a written report specifying the amount of collocation space available at the central office premises requested, the number of collocations present at the central office premises, any modifications in the use of the space since the last report of the central office and the measures BellSouth is taking to make additional space available for collocation arrangements. The request from a telecommunications carrier must be written and must include the central office premises address and Common Language Location Identification (CLLI) code. Such information regarding central office premises and CLLI code is located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4. BellSouth will respond to a request for a particular Central office location within ten (10) business days of receipt of such a request. BellSouth will make best efforts to respond in ten (10) business days to such a request when the request includes up to and including five (5) Central office locations within the same state. The response time for requests of more than five (5) must be negotiated between the Parties.

General Terms and Conditions (cont'd)

3.3 Application Process

The application process for collocation is a two-phase process consisting of the Application Inquiry phase and the Bona Fide Firm Order phase. Both phases use BellSouth Expanded Interconnection forms (BSTEI forms).

For the Application Inquiry phase, a collocator must submit a complete and accurate BSTEI-1 Application Inquiry document, with the appropriate Application Fee, for review and planning by BellSouth equipment engineers, space planners and facility planners. A proposed equipment layout, an estimate of the square footage or bay space required and an application fee must accompany each Application Inquiry as indication of a bona fide request. BellSouth will inform the CLEC within ten (10) business days of receipt of an Application whether the Application is denied as a result of space availability and whether the Application is considered Bona Fide, or if it is not Bona Fide, the items necessary to cause the Application to be Bona Fide.

For physical collocation requests, BellSouth will provide a comprehensive written response ("Application Response") within thirty (30) business days of receipt of the complete application and Application Fee. When multiple applications are submitted within a fifteen business day window, BellSouth will respond to the applications as soon as possible, but no later than the following: within thirty (30) business days for applications 1-5; thirty six (36) business days for applications 6-10; within forty two (42) days for applications 11-15. Response intervals for applications in the same state in excess of 15 must be negotiated. For virtual collocation requests, BellSouth will provide an Application Response within twenty (20) business days of receipt of the complete application and Application Fee. When multiple applications are submitted within a fifteen business day window, BellSouth will respond to the applications as soon as possible, but no later than the following: within twenty (20) business days for applications 1-5; within twenty six (26) business days for applications 6-10; within thirty two (32) business days for applications 11-15. Response intervals for applications in the same state in excess of 15 must be negotiated. All negotiations will consider the total volume of all requests from telecommunications companies for collocation. The Application Response will detail whether the amount of space requested is available or, if the amount of space requested is not available, the amount of space that is available. The response will also include the configuration of the space.

As stated above, requesting collocators may begin the Application Inquiry process prior to the execution of Physical Collocation agreement with BellSouth. However, the agreement must be executed prior to proceeding to the Firm Order phase. A collocator may contact their BellSouth Interconnection Services Account Team contact noted in Section 5 of this Handbook for copies of BellSouth's Request for Negotiations, BSTEI forms and BSTEI line by line instructions.

General Terms and Conditions (cont'd)

3.4 Establishment of a Firm Order

Requesting collocators will have 30 days to review BellSouth's written response to the Application Inquiry and submit a Bona Fide Firm Order for each location for which the collocator wishes to proceed. A detailed equipment drawing must accompany the Firm Order request along with the pre-payment of applicable fees in order for the request to be Bona Fide. A Bona Fide firm order requires the collocator to complete the Application/Inquiry Process and submit a BellSouth Expanded Interconnection Bona Fide Firm Order document (BSTEI-1P-F) indicating acceptance of the written application response provided by BellSouth (Bona Fide Firm Order) and all applicable fees. BellSouth no longer requires the resubmission of the Application Inquiry document when placing a firm order.

The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) days after BellSouth's Application Response. If a collocator makes changes to its application following BellSouth's Application Response, BellSouth will be required to reevaluate and respond the change(s). In this event, BellSouth's provisioning interval will not start until the reevaluation and response to the change(s) is complete and the Bona Fide Firm Order is received by BellSouth and all appropriate fees and duties have been executed. If BellSouth needs to reevaluate the collocator's application as a result of changes requested by the collocator to its original application, then BellSouth will charge the collocator a fee based upon the additional engineering hours required to do the reassessment. Major changes, such as requesting additional space or adding additional equipment may require the collocator to resubmit the application with an application fee.

Once the Firm Order is placed, the collocator may negotiate with a BellSouth Certified vendor for the equipment placement. Collocation equipment placement may not begin until BellSouth's space and infrastructure work is complete. This date is identified as the **Space and Infrastructure Complete Date** or **Space Ready Date**. BellSouth may, at its sole discretion, agree to an equipment installation date prior to the completion of its infrastructure work, provided the area is properly secured. For these exceptions, BellSouth will report this date as the **Space Available for Occupancy Date**. In these cases, the collocator must sign a liability waiver before such work may begin.

BellSouth will establish a Firm Order Date, per request, based upon the date BellSouth is in receipt of a Bona Fide Firm Order. BellSouth will acknowledge the receipt of the Bona Fide Firm Order within five business days of receipt indicating that the Bona Fide Firm Order has been received. The acknowledgment will be a **Firm Order Confirmation**, which will indicate the Firm Order Date. BellSouth's provisioning interval will begin on the Firm Order date. As mentioned above, if a collocator makes changes to its original application, BellSouth will be required to reevaluate and respond to the changes. In this event, the Firm Order Date will not be established until the application review, response and customer acceptance of the response, via BellSouth's receipt of the Bona Fide Firm Order, document is completed.

General Terms and Conditions (cont'd)

3.5 Provisioning Intervals

3.5.1 Physical Collocation

Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will complete Physical Collocation space when construction is under ordinary conditions within ninety (90) business days of receipt of complete and accurate Bona Fide Firm Order document and applicable fees, except where otherwise specified (e.g. negotiated contract terms or PSC decision). Ordinary conditions are defined as central office conditions where space can be made available with only minor changes to network or building infrastructure. Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will complete construction of collocation space under extraordinary conditions within one hundred thirty (130) business days of the receipt of a complete and accurate Bona Fide Firm Order. Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; mainframe addition; environmental hazard or hazardous materials abatement.

3.5.2 Virtual Collocation

Utilizing the definitions described above, BellSouth will complete its work for Virtual Collocation under ordinary conditions within fifty (50) business days and under extraordinary conditions within seventy (75) business days. Although not generally required for Virtual Collocation preparation activities, the time interval required to secure any governmental licenses and permits will be excluded from BellSouth's Virtual Collocation Provisioning interval.

3.6 Enclosure Options (Physical Collocation only)

3.6.1 Arrangement Enclosure (Caged Collocation)

A collocator may enclose its equipment and facilities within an arrangement enclosure (e.g. cage) at its option or if required by local building code. The collocator must arrange with a BellSouth certified contractor to construct the collocation arrangement enclosure in accordance with BellSouth's guidelines and specifications and at its sole expense. BellSouth will provide these guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard enclosure specification, the collocator and its BellSouth certified contractor must comply with building code requirements. Under certain conditions, the collocator may be permitted to construct power plant facilities. Power equipment installed by the collocator must be enclosed within fire rated walls, which must be constructed in accordance with BellSouth and local building code specifications utilizing a BellSouth certified contractor. The collocator's BellSouth certified contractor is responsible for filing and receiving any and all necessary permits and/or licenses for such construction. The Certified vendor must bill the collocator directly for all work performed for the collocator and

General Terms and Conditions (cont'd)

3.6 Enclosure Options (cont'd)

3.6.1 Arrangement Enclosure (Caged Collocation) (cont'd)

BellSouth will have no liability for nor responsibility to pay such charges imposed by the Certified vendor. The collocator must provide the local BellSouth building contact with two access keys used to enter the locked enclosure. Except in case of emergency, BellSouth will not access the collocator's locked enclosure prior to notifying the collocator.

3.6.2 Unenclosed Space (Cageless Collocation)

Except where local building code does not allow cageless collocation, BellSouth allows the placement of equipment and facilities without requiring the construction of a cage or similar structure and without requiring the creation of a separate entrance to the Collocation Space. BellSouth will make cageless (Unenclosed) collocation available in single bay increments. Except where the collocator's equipment requires special technical considerations (e.g. special cable racking, isolated ground plane), BellSouth will assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, the collocator must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in BellCore (Telcordia) GR-63-Core and will be responsible for constructing all special technical requirements associated with such equipment. The collocator must select a vendor which has been approved as a BellSouth Certified vendor to perform all engineering and installation work required in the Collocation Space. BellSouth will consider in its designation of cageless collocation any unused space within BellSouth's central office. A collocator designating certain technical requirements may necessitate a specific amount of Unenclosed space (e.g. oversized non-standard bays), given that such designation is adequate to accommodate the requested equipment installation per industry standards. Otherwise, aisle space for wiring and maintenance will be designated to the collocator based on a factor as described in section 4.2.3 following. The minimum requirement for Unenclosed Collocation space is one bay.

3.7 Entrance Facilities

Requesting collocators may place collocator-owned fiber entrance facilities into the Collocation Space. BellSouth will designate the point of interconnection in proximity to the premises housing the collocation space, such as an entrance manhole or cable vault. When a private entrance facility is used, the collocator must provide and place a sufficient length of fiber cable at the point of interconnection to be pulled through to a splice location, where the entrance fiber will be spliced to collocator-provided fire retardant riser cable. When non-metallic riser rated fiberoptic cable is used as the entrance facilities as splice is not needed. Alternatively, requesting carriers may splice a new fire-retardant riser into the spare capacity of an existing fiber entrance facility. collocators are not permitted unrestricted access to BellSouth's serving manhole(s) and must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole.

General Terms and Conditions (cont'd)

3.7 Entrance Facilities (cont'd)

BellSouth will provide at least two interconnection points at each central office where there are at least two such interconnection points available and where capacity exists. Upon receipt of an application requesting dual entrance, BellSouth will provide information regarding BellSouth's capacity to accommodate dual entrance facilities. The provision of dual entrance does not guarantee fiber route diversity to serve the collocation arrangement. BellSouth will evaluate its ability to provide for entrance facilities associated with microwave antennae on an individual case basis.

3.8 Equipment

3.8.1 Equipment Type

BellSouth permits the collocation of any type of equipment used or useful for interconnection to BellSouth's network or for access to unbundled network elements in the provision of telecommunications services. Such equipment used or useful for interconnection and access to unbundled network elements includes, but is not limited to, optical terminating equipment, multiplexers, digital subscriber line access multiplexers, routers, asynchronous transfer mode multiplexers, and remote switching modules. BellSouth is not required to permit collocation of equipment used solely to provide enhanced services; provided, however, that BellSouth may not place any limitations on the ability of requesting carriers to use all the features, functions, and capabilities of equipment collocated pursuant to this section.

3.8.2 Equipment Standards

Equipment placed in collocation space must at a minimum meet the following BellCore (Telcordia) Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in the BellCore (Telcordia) Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards.

3.8.3 Installation of Equipment

The collocator must select an equipment installation vendor who has achieved BellSouth Certified Vendor status to perform all engineering and installation work associated with the equipment collocation arrangement. This ensures that BellSouth's standards for safety and quality are met. The certified vendor(s) are responsible for installing the collocation equipment and components, running power feed(s) to the BellSouth Bus Distribution Fuse Bay (BDFB), installing cabling and terminations at the designated demarcation point, performing operational tests after the equipment installation is completed, and notifying the local BellSouth central office foreman and the collocator upon successful completion of the installation, and acceptance testing. Arrangements must be made such that the collocator is billed directly by the certified vendor for activities associated with the arrangement installation. The collocator and its vendor

General Terms and Conditions (cont'd)

3.8.3 Installation of Equipment (cont'd):

must comply with USTA environmental and safety guidelines for installation and operation of the collocation arrangement. Once acceptance testing is complete, the collocator will notify BellSouth in writing that their equipment is installed, tested and ready for service provisioning. This date is the Installation Complete Date. Without this notification from the collocator, BellSouth may not accept requests to connect service to the collocation arrangement. For Virtual Collocation only, the Certified vendor must supply BellSouth a complete and accurate list of all equipment and facilities installed as part of the arrangement for insurance purposes. This list will become a bona fide attachment to the equipment lease. The lists of certified vendors effective as of the issue date of this Handbook are contained in Section 5. For the most current list, a collocator may contact their BellSouth Interconnection Services Account Team contact noted in Section 5.

3.8.4 Interference or Impairment

Equipment and facilities placed in the collocation space must not interfere with or impair service provided by BellSouth or by any other interconnector located in the central office; must not endanger or damage the facilities of BellSouth or of any other interconnector, the collocation space, or the central office; must not compromise the privacy of any communications carrier in, from, or through the central office; and must not create an unreasonable risk or injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of the collocator violates the requirements provisions of this section, BellSouth will give written notice to the collocator, this notice will direct the collocator to cure the violation within forty eight (48) hours of the collocator's actual receipt of the written notice or, at a minimum, to initiate corrective measures within twenty four (24) hours and to exercise reasonable diligence to complete these measures as soon as possible thereafter. After receipt of the notice, BellSouth and the collocator agree to consult immediately and, if necessary, to inspect the arrangement. If the collocator fails to take corrective action within forty eight (48) hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or interference/impairment of the services provided by BellSouth or any other interconnector, then and only in that event BellSouth may take action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to the collocator's equipment. BellSouth will endeavor, but is not required, to provide notice to the collocator prior to taking such action and will have no liability to collocator for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.

3.9 Occupancy of Space

The collocator must complete the collocation equipment installation within 180 calendar days from the Complete Space Ready Date or forfeit the right to use the space. BellSouth may, at its discretion, extend the 180 calendar day interval when best efforts have been demonstrated by the collocator in attempting to complete installation work within the 180 calendar days.

General Terms and Conditions (cont'd)

3.10 Commencement Date

The Commencement Date of an arrangement depends upon the Installation Complete Date and the notification of such date to BellSouth. Upon completion of the collocation equipment installation, the collocator and the collocator's vendor must jointly agree the collocator's equipment is operational and connected to BellSouth's network. This date will be the **Installation Complete Date**. The collocator must notify BellSouth of the Installation Complete Date in writing.

For Physical Collocation, the Commencement Date will be the Installation Complete Date. For Virtual Collocation, BellSouth will prepare the Equipment Lease agreement upon receipt of both the notification of the Installation Complete Date and the complete and accurate "as installed" equipment and facilities list. The Virtual Collocation Commencement Date will be the date the Lease is executed.

3.11 Alarm, Monitoring and Maintenance

The collocator is responsible for the placement and remote monitoring of equipment alarms, environmental alarms, and/or power alarms. BellSouth will place environmental alarms in collocation areas for its own use and protection. Upon request, BellSouth will provide to the collocator dedicated data circuits for use in remote monitoring activities at the tariff rate for the service requested. For Physical Collocation, the collocator or its agent is responsible for the maintenance and repair of the collocated equipment and facilities. For Virtual Collocation, BellSouth assumes the maintenance responsibility for the collocated equipment at the initiation and direction of the collocator.

3.12 Ordering Interconnected Service

Virtual collocators may interconnect to BellSouth's network at the DS3, DS1, 2-wire and 4-wire DS0 cross-connect levels. (A DS0 equivalent is available in Florida only). Interconnection to Physical Collocation is available at the 2-wire or 4-wire, DS1, DS3 or Fiber Optic interface levels on a negotiated basis only. Please ask your BellSouth contact for specific information. Services to be interconnected to a collocation arrangement must be submitted on Access Service Request (ASR) forms or Local Service Request (LSR) forms using industry standards and code sets for accurate and complete requests. For information regarding the ASR ordering process and field definitions, please reference the Access Service Ordering Guide, Bellcore's Special Reports SR STS-471001 and 471004. For information regarding the LSR ordering process and field definitions, please reference BellSouth's Local Interconnection and Facility Based Ordering Guide.

General Terms and Conditions (cont'd)

3.13 Assignment of Facilities

BellSouth assigns and pre-wires interconnection facilities from within its network to the collocation demarcation point. These facilities will be named as TIE cables or cable and pair. Physical Collocation interconnection facilities are built between the BellSouth frame, DSX or LGX and the point of demarcation. The interconnection facilities for Virtual Collocation are built between the BellSouth frame, DSX or LGX and the collocator's equipment. BellSouth provides the facility interconnection information on the Design Layout Record (DLR) for DS1 and DS3 interconnection and on the Cable and Pair Assignment Matrix for 2-wire and 4-wire (DS0) and fiber optic interconnection. The customer must specify interconnection facility information as a Circuit Facility Assignment (CFA) or cable and pair/channel assignment, respectively, on the Access Service Request or Local Service Request when ordering cross-connects to unbundled network elements or tariffed services.

3.14 Combining UNEs via Collocation

When a collocator orders unbundled network elements (UNEs) in order to recombine them within the collocation space, the facility designation described in the previous section must be used to facilitate this combination. An example of how a collocator might combine individual unbundled network elements is the combination of an unbundled loop and an unbundled switch port. BellSouth will wire each UNE to the cable and pair or TIE pair designated by the collocator on the UNE order. Both the loop and the switch port are terminated on the Distributing Frame within the BellSouth central office. Upon request of the collocator, BellSouth will wire the loop to the cable and pair facility designation indicated on the unbundled loop order. BellSouth will also wire the unbundled switch port to the cable and pair facility designation indicated on the unbundled switch port order.

For Physical Collocation, BellSouth's wiring of the UNEs to the cable and pair interconnection facilities designated by the collocator correlates to a pre-designated position(s) at the point of demarcation. The collocator may complete the combination via connections within their collocated equipment either manually or electronically.

To facilitate combinations in Virtual Collocation, the collocator may employ one of several options which may include, but is not limited to: pre-wired terminations on their transmission equipment, electronic digital cross-connects or other means of performing cross-connects remotely, or connections on a per request basis. An example of using pre-wired terminations might include the collocator arranging the pre-wiring of "position 100" to "position 200", "position 101" to "position 201" and etc. Should the collocator wish to combine two elements, such as combining an unbundled loop with an unbundled switch port, the collocator would specify the BellSouth cable and pair assignment correlating to slot 100 on the unbundled loop order and would specify the BellSouth cable and pair assignment correlating to slot 200 for the unbundled switch port. With slot 100 and slot 200 being pre-connected by the Certified vendor, the elements are automatically combined once BellSouth completes its connection of each of the elements to the designated interconnection facility cable and pair assignments.

General Terms and Conditions (cont'd)

3.15 Access to BellSouth Central offices

Access to Virtual Collocation is permitted for BellSouth employees and certified vendors. Virtual collocators ~~are~~ permitted to view the completed installation for inspection only as referenced in the preceding paragraphs. Access to Physical Collocation is permitted for authorized collocator employees, authorized collocator's agents, BellSouth certified vendors, and BellSouth employees twenty four hours a day, seven days a week. All physical collocators are required to provide their employees and authorized agents a picture identification. This identification must have the employee name and company name clearly printed and must be visible at all times while the individual is inside a BellSouth facility. In addition, collocators must comply with all requirements in Section 3.18 "Liability and Security Requirements".

3.16 Conversion of VEIS to Physical Collocation

Collocators who have existing VEIS arrangements may convert these arrangements to Physical Collocation provided the terms and conditions for Physical Collocation are met. The collocator will be responsible for the issuance of service order requests and the payment of fees associated with Physical Collocation, rearrangement of existing services and vendor costs for the relocation/removal of the virtual collocation equipment.

3.17 Inspections

BellSouth will conduct an inspection of the collocator's equipment and facilities between the time of the initial turn over of the space and the activation of cross-connect elements. Subsequent inspections may occur with equipment additions or on a predetermined interval basis. For such inspections, BellSouth will provide a minimum of 48 hours advance notification. BellSouth reserves the right to conduct inspections without prior notification to ensure compliance with the terms and conditions of the tariff or agreement. Collocator personnel have the right to be present for inspections.

A collocator may inspect their Virtual Collocation arrangement upon completion of the arrangement installation. A security escort is required for these inspections. Additional inspections must be coordinated with BellSouth and also require a security escort. Only collocators or their certified vendors are permitted for such inspections. Collocators may not use their inspection privilege to work on, test, or modify their virtual equipment installation. Equipment installation, upgrades or testing must be performed by a Certified vendor following BellSouth's receipt of a written application requesting such work.

3.18 Liability & Security Requirements

The collocator is responsible and accountable for the actions of their employees their Guests (as defined in Section 2 of this document) and their agents. The collocator will be required to pay damages to BST for damage to BST property, equipment or facilities as a result of the actions or behaviors of either the collocator employees or their agents.

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3.18.1 Background Checks and Security Training for Collocator Employees

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In order to provide reasonable security measures, BellSouth requires all collocator employees to undergo the same level of security training, or its equivalent, that BellSouth's own employees, or third party contractors providing similar functions, must undergo. Only BellSouth employees, authorized Guests, (as defined in Section 2 of this document), or authorized agents of the collocator will be permitted in the BellSouth central office. Each collocator must provide its employees with picture identification, which must be worn and visible at all times in the collocation space or other areas in and around the central office. The Photo Identification card must bear, at a minimum, the employee's name and photo, and the collocator company name. BellSouth reserves the right to remove from its premises any employee of a collocator not possessing identification issued by the collocator. Collocators must hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises. The collocator will be solely responsible for ensuring that any Guest(s) of the collocator is in compliance with this section.

3.18.2 Criminal Investigation

Collocators will be required, at their own expense, to conduct an investigation of criminal history records for each collocator employee being considered for work within or upon a BellSouth premises, for the states/counties where the collocator employee has worked and lived for the past five years. A statewide inquiry is preferred. Where the law does not permit statewide collection or reporting, a check of the applicable counties is acceptable.

Collocators will not be permitted to assign to BellSouth premises any personnel with records of felony criminal convictions. Collocators may not assign to BellSouth premises any personnel with records of misdemeanor convictions without first advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any collocator personnel who have been identified to have misdemeanor criminal convictions. For each collocator employee requiring access to a BellSouth central office, the collocator must furnish BellSouth an affidavit certifying that the aforementioned background check was completed. The affidavit will contain a statement certifying that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, the collocator will disclose the nature of the convictions to BellSouth at that time.

At BellSouth's request, collocators must promptly remove from BellSouth's premises any employee, Guest or agent of the collocator to whom BellSouth does not wish to grant access to its premises pursuant to any investigation conducted by BellSouth.

General Terms and Conditions (cont'd)

3.18 Liability & Security Requirements (cont'd)

3.18.3 Security Training

Collocators are required to administer to their personnel, Guests and agents assigned to BellSouth premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.

3.18.4 Notification to BellSouth

The collocator and its contractors must cooperate fully with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by or involving collocator's employees, agents, or contractors. As part of such investigation, BellSouth reserves the right to interview a collocator's employees, Guests, agents, or contractors. Additionally, BellSouth reserves the right to bill the collocator for all costs associated with investigations involving its employees, Guests, agents, or contractors if it can reasonably be established that the collocator's employees, Guests, agents, or contractors are responsible for the alleged act. BellSouth will bill the collocator for BellSouth property which is stolen or damaged where an investigation determines the culpability of the collocator's employees, Guests, agents, or contractors. The collocator must notify BellSouth in writing immediately in the event that the collocator discovers one of its employees already working on the BellSouth premises is a possible security risk to BellSouth or any other collocator, or has violated BellSouth policies set forth in the BellSouth CLEC Security Training. The collocator must hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.

3.18.5 Use of BellSouth Supplies by collocator employees

Use of any BellSouth supplies by a collocator employee, whether or not used routinely to provide telephone service, will be considered theft and will be handled accordingly. Costs associated with such unauthorized use of BellSouth property may be charged to the collocator, as may be all associated investigative costs. At BellSouth's request, collocator must promptly and permanently remove from BellSouth's premises any employee of the collocator found to have violated this restriction.

3.18.6 Use of Official Lines by collocator employees

Except for local calls necessary in the performance of their work, collocator employees must not use the telephones on BellSouth premises. Charges for unauthorized telephone calls made by a collocator's employee may be charged to the collocator as may be all investigative costs. At BellSouth's request, collocator must promptly and permanently remove from BellSouth's premises any employee of the collocator found to have violated this rule.

General Terms and Conditions (cont'd)